

RESOLUTION NO. 1132

BE IT RESOLVED By the City Council of the City of Lodi of San Joaquin County, California, that said city shall make and enter into a contract with Charles Mortenson in the same words, figures and form as copy of the proposed contract hereunto annexed, marked "EXHIBIT A", and made a part hereof; and that, for and on behalf of said city, the Mayor of said city is authorized to sign the same and the city clerk is authorized to attest the same and affix the seal of said city thereto.

The foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of Lodi, San Joaquin County, California, at a regular meeting of said City Council duly and regularly held at the office and principal place of business of said at the City Hall in said City of

first day of July

8:00 o'clock P.M. of said day, by the following vote:

AYES: Councilmen Coffield, Riggs, Rinn, Weihe and Bull (Mayor)

NOES: Councilmen None

ABSENT: Councilmen None

Dated: July 1, 1942 1942.

\_\_\_\_\_  
Mayor and President of the City Council  
of said City of Lodi

Attest:

\_\_\_\_\_  
City Clerk.

COPY

THIS CONTRACT, Made and entered into this 25th day of June, 1942, by and between CITY OF LODI, a Municipal Corporation of the Sixth Class of San Joaquin County, California, party of the first part, and CHARLES MORTENSON of said County and Stat., party of the second part;

W I T N E S S E T H:

WHEREAS, first party is a municipal corporation engaged in the business of pumping and supplying water to inhabitants of said city; and whereas second party is the owner of land situated in said city described as West 2½ acres of Lot 46 and all of Lot 47 in the ~~the west three-fourths of~~ ~~Lodi Barnhart Tract~~, upon a part of which second party has a residence and upon a part of which second party has a growing vineyard,

NOW, THEREFORE, it is hereby mutually understood and agreed, as follows:

1. That, for the term of this contract, first party agrees to supply water to second party, to be delivered at a convenient place to be approved by the city upon second party's said land, for the purpose of irrigating the said vineyard, in substantially the same quantity per year as has heretofore been used by second party in recent years for that purpose, said water to be furnished only for the purpose of irrigating the said vineyard on said land of second party and not to exceed in quantity 8,000,000 gallons of water per year.

2. That first party shall furnish the said water at such times of the day or night as first party may designate, and as first party may be able to spare the same for such irrigation purposes, the city's other water services for public purposes, domestic service, and fire protection and the like, to have precedence as to time the same shall be furnished.

3. Second party agrees to pay first party for water so to be furnished, the sum of <sup>Forty Four (\$44.00)</sup> ~~XXXXX00000100~~ Dollars for the remaining part of the present calendar year and the sum of \$50.00 per year each year thereafter during the term of this contract, the first payment to be made July 1st, 1942, and payments to be made annually thereafter on the first day of July of each year of the term hereof.

4. The term during which this contract shall continue shall be the remainder of the present calendar year and thereafter to continue from year to year, it being understood and agreed that either party hereto may terminate this contract by serving written notice on the other party hereto at any time between October 1st and December 31st of any year, such termination to take effect at the beginning of the calendar year next following the services of such notice.

That this contract shall not include the furnishing of water to second party for household or domestic purposes, second party to pay first party, at first party's regular rates from time to time for such water as may hereafter be furnished by first party to second party for household or domestic purposes.

In WITNESS WHEREOF, said parties have executed this contract in duplicate the day and year first above written.

CITY OF LODI,

By Signed C. B. Bull  
Mayor.

Attest: Sgd J. F. Blakely  
City Clerk

(59d)  
Charles Mortenson  
Second Party.